

05-03-2005



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To the Director of the U.S. Patent and Trademark Office: Please record.

Documents or the new address(es) below.

1. Name of conveying party(ies)

Argo-Tech Corporation Costa Mesa

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 6-23-04

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: National City Bank, as Collateral Agent

Internal Address:

Street Address: 1900 East Ninth Street

City: Cleveland

State: Ohio

Country: USA

Zip: 44114

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

See attached Schedule A

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: David E. Rogers

Internal Address: Squire, Sanders & Dempsey LLP

Street Address: Two Renaissance Square

40 North Central Avenue, Suite 2700

City: Phoenix

State: Arizona Zip: 85004-4498

Phone Number: 602-528-4122

Fax Number: 602-253-8129

Email Address:

6. Total number of applications and patents involved: 11

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 440.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 19-3878

Authorized User Name David E. Rogers

9. Signature:

Signature

Date

David E. Rogers, Reg. No. 38,287
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

60

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

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SCHEDULE A

Patent No.	Serial No.	Title
5,660,198	08/576,151	FLOW COMPENSATED PRESSURE CONTROL SYSTEM
5,806,560	08/734,816	AIRCRAFT FUEL TRANSFER PUMP WITH AUXILIARY FUEL LINE SCAVENGE PUMP
6,095,766	09/124,315	FUEL TRANSFER PUMP
5,332,001	08/100,374	SEXLESS BALL VALVE COUPLING
5,429,155	08/064,823	CRYOGENIC FLUID COUPLING
5,634,505	08/428,919	REFUELING SYSTEM FOR RACE CARS
5,215,430	07/841,503	IGNITION-SOURCE FREE FUEL PUMP
6,708,723	09/845,536	INWARDLY OPENING MECHANICAL VENT SYSTEM
6,250,348	09/493,711	REFUELING NOZZLE

Serial No.	Title
10/349,553	METHOD AND ASSEMBLY OF REPLACING RECEPTACLE SEAL
10/668,040	DRY BREAK DISCONNECT

AMENDED AND RESTATED SECURITY AGREEMENT dated as of June 23, 2004, among ARGO-TECH CORPORATION, a Delaware corporation (the "Borrower"), AT HOLDINGS CORPORATION, a Delaware corporation ("Holdings"), each subsidiary of the Borrower listed on Schedule I hereto (each such subsidiary individually a "Guarantor" and collectively, the "Guarantors"; the Guarantors, Holdings and the Borrower are referred to collectively herein as the "Grantors") and NATIONAL CITY BANK, a national banking association ("National City"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined herein).

Recitals:

A. Argo-Tech Corporation, a Delaware corporation (the "Borrower"), the Guarantor, certain lenders, and JPMorgan Chase Bank, as Administrative Agent, as successor to The Chase Manhattan Bank ("Chase"), are parties to a certain Credit Agreement dated July 18, 1997, as amended and restated by an Amended and Restated Credit Agreement dated September 26, 1997, as further amended and restated by a Second Amended and Restated Credit Agreement dated January 24, 2003 (the "Existing Credit Agreement").

B. Pursuant to the Existing Credit Agreement, the Guarantor and Chase entered into a Security Agreement dated as of July 18, 1997 (the "Existing Security Agreement").

C. The Borrower, Holdings, the lenders from time to time party thereto (the "Lenders"), National City, as administrative agent (in such capacity, the "Administrative Agent") for the Lenders, the Collateral Agent and National City, as issuing bank (in such capacity, the "Issuing Bank"), have entered into a Third Amended and Restated Credit Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), which amends and restates the Existing Credit Agreement in its entirety.

D. The Credit Agreement provides, inter alia, that National City shall succeed Chase as Collateral Agent, and that the Credit Agreement shall not be construed to provide for a repayment and readvance of the Borrower's indebtedness and obligations under the Existing Credit Agreement.

E. Reference is made to (a) the Amended and Restated Parent Guarantee Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Parent Guarantee Agreement"), between Holdings and the Collateral Agent, and (b) the Amended and Restated Subsidiary Guarantee Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the

"Subsidiary Guarantee Agreement"; and, collectively with the Parent Guarantee Agreement, the **"Guarantee Agreements"**) between the Guarantors and the Collateral Agent.

F. The Lenders have agreed to make Loans to the Borrower, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrower, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of Holdings and the Guarantors has agreed to guarantee, among other things, all the obligations of the Borrower under the Credit Agreement. The obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment by the Borrower of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrower to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrower under or pursuant to the Credit Agreement and the other Loan Documents, (c) the due and punctual payment and performance of all the covenants, agreements, obligations and liabilities of each Loan Party under or pursuant to this Agreement and the other Loan Documents, (d) the due and punctual payment and performance of all the covenants, agreements, obligations and liabilities of the Borrower under or pursuant to any Bank Products Indebtedness (as defined herein) due to any Lender, up to an aggregate, as to all Lenders holding Bank Products Indebtedness, at any time of \$3,000,000, and (e) the due and punctual payment and performance of all obligations of the Borrower under each Hedging Agreement (as defined in the Credit Agreement) entered into with any counterparty that was a Lender at the time such interest rate protection agreement was entered into (all the monetary and other obligations described in the preceding clauses (a) through (e) being collectively called the **"Obligations"**).

G. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

Agreements:

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual agreements hereinafter set forth, the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns),

hereby agree that the Existing Security Agreement is hereby amended and restated in its entirety to provide as follows:

ARTICLE I

Definitions

SECTION 1.01. Definition of Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

SECTION 1.02. Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

"Account Debtor" shall mean any person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"Accounts" shall mean any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper (as defined in the Uniform Commercial Code), whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from Affiliates of the Grantors.

"Accounts Receivable" shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"Bank Product Indebtedness" shall mean Indebtedness arising from automated clearing house transactions pursuant to agreement or overdrafts, controlled disbursement accounts and other electronic funds transfer in the ordinary course of business.

"Collateral" shall mean all (a) Accounts Receivable, (b) Documents, (c) Equipment, (d) General Intangibles, (e) Inventory, (f) cash, cash accounts and other deposit accounts (as defined in the Uniform Commercial Code), (g) investment property (as defined in the Uniform Commercial Code), (h) instruments (as defined in the Uniform Commercial Code), and (i) Proceeds.

"Copyright License" shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyrights" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

"Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Documents" shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

"Equipment" shall mean all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor.

"General Intangibles" shall mean all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by any Grantor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, interest rate protection agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable.

"Intellectual Property" shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Inventory" shall mean all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

"License" shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those

listed on Schedule III (other than those license agreements in existence on the date hereof and listed on Schedule III and those license agreements entered into after the date hereof, which by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

"Obligations" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Patent License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Perfection Certificate" shall mean a certificate substantially in the form of Annex 1 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer and the chief legal officer of the Borrower.

"Proceeds" shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include, (a) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (b) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Secured Parties" shall mean (a) the Lenders, (b) the Administrative Agent, (c) the Collateral Agent, (d) the Issuing Bank, (e) each counterparty to an interest rate protection agreement entered into with the Borrower if such counterparty was a Lender at the time the interest rate protection agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document and (g) the successors and assigns of each of the foregoing.

"Security Interest" shall have the meaning assigned to such term in Section 2.01.

"Trademark License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Trademarks" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.03. Rules of Interpretation. The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, but without interfering with, impairing or otherwise affecting the Liens of the Collateral Agent granted in the Existing Security Agreement, all of which shall remain in undisturbed and continuing full force and effect, perfection and priority, each Grantor hereby confirms and ratifies the Liens and security interests of the Existing Security Agreement, and hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and

interest in, to and under the Collateral (the "Security Interest"). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements, continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 2.02. No Assumption of Liability. The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

SECTION 2.03. Perfection of Security Interest in Off-Site Work In Process. The Grantors shall not be required to maintain perfection of the Security Interest in Inventory and Equipment consisting of (a) work in process located at sites that are not owned or leased by any Grantor; provided that the aggregate book value of the work in process as to which the Security Interest is not so perfected shall not at any time exceed (i) \$1,000,000 for all locations and (ii) \$500,000 for any one location and (b) tooling located at sites that are not owned or leased by any Grantor; provided that the aggregate replacement value of the tooling as to which the Security Interest is not so perfected shall not at any time exceed (i) \$5,000,000 for all locations and (ii) \$2,000,000 for any one location.

SECTION 2.04. Perfection of Security Interest in Argo Logo. The Grantors shall not be required to maintain perfection of the Security Interest in the Trademark consisting of the Argo-Tech logo which was registered in the United States Patent and Trademark Office (Reg. No. 1,725,044) on October 20, 1992.

ARTICLE III

Representations and Warranties

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

SECTION 3.01. Title and Authority. Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval which has been obtained.

SECTION 3.02. Filings. (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete. Subject to Section 2.03, fully executed Uniform Commercial Code financing

statements, as applicable, or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Collateral Agent for filing in each respective governmental, municipal or other office, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, re-filing, recording, rerecording, registration or re-registration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements.

(b) Each Grantor represents and warrants that fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and within one month after the execution of this Agreement with respect to United States registered Copyrights have been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent filing, re-filing, recording, rerecording, registration or re-registration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.03. Validity of Security Interest. The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to Section 2.03 and to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three month period (commencing as of the

date hereof) pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one month period (commencing as of the date hereof) pursuant to 17 U.S.C. § 205 and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted to be prior to the Security Interest pursuant to Section 6.02 of the Credit Agreement.

SECTION 3.04. Absence of Other Liens. The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. No Grantor has filed or consented to the filing of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

ARTICLE IV

Covenants

SECTION 4.01. Change of Name; Location of Collateral; Records; Place of Business. (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its corporate name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or, subject to Section 2.03, any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility), (iii) in its identity or corporate structure or (iv) in its Federal Taxpayer Identification Number. Subject to Section 2.03, each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the

Collateral Agent a duly certified schedule or schedules in form and detail satisfactory to the Collateral Agent showing the identity, amount and location of any and all Collateral.

SECTION 4.02. Periodic Certification. Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.01 of the Credit Agreement, the Borrower shall deliver to the Collateral Agent a certificate executed by a Financial Officer and the chief legal officer of the Borrower (a) setting forth the information required pursuant to Sections 2 through 4, inclusive, of the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this Section 4.02 and (b) certifying that all Uniform Commercial Code financing statements or other appropriate filings, recordings or registrations, including all re-filings, re-recordings and re-registrations, containing a description of the Collateral have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (a) above to the extent necessary to protect and perfect (subject to Section 2.03) the Security Interest for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period). Each certificate delivered pursuant to this Section 4.02 shall identify in the format of Schedule II, III, IV or V, as applicable, all Intellectual Property of any Grantor in existence on the date thereof and not then listed on such Schedules or previously so identified to the Collateral Agent.

SECTION 4.03. Protection of Security. Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.04. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II, III, IV or V hereto or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; provided, however, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in

writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

SECTION 4.05. Inspection and Verification. The Collateral Agent and such persons as the Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party (it being understood that any such information shall be deemed to be "Information" subject to the provisions of Section 9.16).

SECTION 4.06. Taxes; Encumbrances. At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; provided, however, that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 4.07. Assignment of Security Interest. If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other person granting the security interest.

SECTION 4.08. Continuing Obligations of the Grantors. Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor

jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

SECTION 4.09. Use and Disposition of Collateral. None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.02 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession of the Collateral owned by it, except that (a) Inventory may be sold in the ordinary course of business and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any Inventory to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have agreed in writing to hold the Inventory subject to the Security Interest and the instructions of the Collateral Agent and to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

SECTION 4.10. Limitation on Modification of Accounts. None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

SECTION 4.11. Insurance. The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.07 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and

pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.11, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

SECTION 4.12. Legend. Each Grantor shall legend, in form and manner satisfactory to the Collateral Agent, its Accounts Receivable and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Accounts Receivable have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

SECTION 4.13. Covenants Regarding Patent, Trademark and Copyright Collateral. (a) Each Grantor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent which is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in

any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

ARTICLE V

Power of Attorney

Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part

thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; provided, however, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent or any Secured Party. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

ARTICLE VI

Remedies

SECTION 6.01. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and

(b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611(b) of the Uniform Commercial Code as in effect in the State of Ohio or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the

part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 6.02. Application of Proceeds. The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of any interest and fees then due under the Credit Agreement, ratably among the parties entitled thereto in accordance with the amount of interest and fees then due to such parties;

THIRD, to the payment in full of any principal and unreimbursed LC Disbursements then due under the Credit Agreement, ratably among the parties entitled thereto in accordance with the amount of principal and unreimbursed LC Disbursements then due to such parties;

FOURTH, to the payment in full of (i) any Bank Products Indebtedness (up to a maximum aggregate of \$3,000,000) then due ratably among the parties entitled thereto, and (ii) any amounts then due to any Lender with respect to Hedging Agreements ratably among the parties entitled thereto; and

FIFTH, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; provided that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE VII

Miscellaneous

SECTION 7.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Guarantor shall be given to it at its address or telecopy number set forth on Schedule I, with a copy to the Borrower.

SECTION 7.02. Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. Survival of Agreement. All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. Binding Effect; Several Agreement. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. Collateral Agent's Fees and Expenses; Indemnification.
(a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding

relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any Lender. All amounts due under this Section 7.06 shall be payable on written demand therefor.

SECTION 7.07. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF OHIO.

SECTION 7.08. Waivers; Amendment. (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the Issuing Bank, the Administrative Agent and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement.

SECTION 7.09. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO

REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.

SECTION 7.10. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7.12. Headings. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.13. Jurisdiction; Consent to Service of Process. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any Ohio State court or Federal court of the United States of America sitting in Cleveland, Ohio, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Ohio State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent, the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any Ohio State court or Federal court of the United States of America sitting in Cleveland, Ohio. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affected the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.14. Termination. This Agreement and the Security Interest shall terminate when all the Obligations have been indefeasibly paid in full, the Lenders have no further commitment to lend, the L/C Exposure has been reduced to zero and the Issuing Bank has no further commitment to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent. A Guarantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Guarantor shall be automatically released in the event that all the capital stock of such Guarantor shall be sold, transferred or otherwise disposed of to a person that is not an Affiliate of the Borrower in accordance with the terms of the Credit Agreement; provided that the Required Lenders shall have consented to such sale, transfer or other disposition (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise.

SECTION 7.15. Additional Grantors. Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Annex 2 hereto, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

[No additional provisions are on this page; the page next following is the signature page.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

ARGO-TECH CORPORATION,

by 

Name: Frances S. St. Clair

Title: Executive Vice President and
Chief Financial Officer

AT HOLDINGS CORPORATION,

by 

Name: Michael S. Lipscomb

Title: Chairman, President and
Chief Executive Officer

EACH OF THE GUARANTORS
LISTED ON SCHEDULE I HERETO

by 

Name: Frances S. St. Clair

Title: Vice President

NATIONAL CITY BANK, as Collateral
Agent,

by 

Name: Jennifer Simpson

Title: Vice President

GUARANTORS**ADDRESS****AT Holdings Corporation****23555 Euclid Avenue
Cleveland, OH 44117-1795
(Telecopy No. (216) 692-6331)****Argo-Tech Corporation (OEM)****23555 Euclid Avenue
Cleveland, OH 44117-1795
(Telecopy No. (216) 692-6331)****Argo-Tech Corporation (HBP)****23555 Euclid Avenue
Cleveland, OH 44117-1795
(Telecopy No. (216) 692-6331)****Argo-Tech Corporation (Aftermarket)****23555 Euclid Avenue
Cleveland, OH 44117-1795
(Telecopy No. (216) 692-6331)****Argo-Tech Corporation Costa Mesa****23555 Euclid Avenue
Cleveland, OH 44117-1795
(Telecopy No. (216) 692-6331)****Durodyne, Inc.****23555 Euclid Avenue
Cleveland, OH 44117-1795
(Telecopy No. (216) 692-6331)****PATENT****REEL: 016513 FRAME: 0821**

COPYRIGHTS

Argo-Tech Corporation has not registered any copyrights.

LICENSES

I. SNECMA

A. Technical Property and Know-How Licence Agreement (Motors) – SNECMA is granted the nonexclusive right and license, with the right to sublicense, to use Argo-Tech Corporation's technical data and manufacturing information developed and used up to the date of option exercise. SNECMA's option continues to exist as long as the Purchase Protocol to which the Technical Property and Know-How License Agreement (Motors) is appended is in effect. The Purchase Protocol continues so long as SNECMA continues to place orders with Argo-Tech Corporation for the subject product.

B. Technical Property and Know-How Licence Agreement (Pumps) – SNECMA is granted the nonexclusive right and license, with the right to sublicense, to use Argo-Tech Corporation's technical data and manufacturing information developed and used up to the date of option exercise. SNECMA's option continues to exist as long as the Purchase Protocol to which the Technical Property and Know-How License Agreement (Pumps) is appended is in effect. The Purchase Protocol continues so long as SNECMA continues to place orders with Argo-Tech Corporation for the subject product.

II. Mitsubishi Electric Co. (MELCO)

License under which MELCO has been granted the right to manufacture F-15 Aircraft Fuel Pumps for use in F-15 aircraft manufactured by Mitsubishi for sale to the Government of Japan. The obligation for making royalty payments expired in 1994.

PATENTS

Please see Schedule 7 to the Information and Perfection Certificate.

TRADEMARKS

Please see Schedule 7 to the Information and Perfection Certificate.

Annex 2 to the
Security Agreement

SUPPLEMENT NO. ___ dated as of , to the Amended and Restated Security Agreement dated as of June 23, 2004, among ARGO-TECH CORPORATION, a Delaware corporation (the "Borrower"), AT HOLDINGS, a Delaware corporation ("Holdings"), each subsidiary of the Borrower listed on Schedule I thereto (each such subsidiary individually a "Guarantor" and collectively, the "Guarantors"; the Guarantors, Holdings and the Borrower are referred to collectively herein as the "Grantors") and NATIONAL CITY BANK, a national banking association ("National City") as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined herein).

A. Reference is made to (a) the Third Amended and Restated Credit Agreement dated as of June 23, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the lenders from time to time party thereto (the "Lenders"), National City, as administrative agent (in such capacity, the "Administrative Agent") for the Lenders, the Collateral Agent, and National City, as issuing bank (in such capacity, the "Issuing Bank"), (b) the Amended and Restated Parent Guarantee Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Parent Guarantee Agreement"), between Holdings and the Collateral Agent, and (c) the Amended and Restated Subsidiary Guarantee Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Subsidiary Guarantee Agreement"; and, collectively with the Parent Guarantee Agreement, the "Guarantee Agreements") between the Guarantors and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Section 7.15 of Security Agreement provides that additional Subsidiaries of the Borrower may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "*New Grantor*") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 7.15 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement

with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Security Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of the New Grantor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Grantor and (b) set forth under its signature hereto, is the true and correct location of the chief executive office of the New Grantor.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OHIO.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or

unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[Name of New Grantor],

by

Name:

Title:

Address:

NATIONAL CITY BANK, as Collateral Agent,

by

Name:

Title:

SCHEDULE I
to Supplement No. ____ to the
Security Agreement

LOCATION OF COLLATERAL

Description

Location

INFORMATION AND PERFECTION CERTIFICATE

The undersigned, Argo-Tech Corporation, a Delaware corporation, (the "Borrower") and AT Holdings Corporation, a Delaware corporation ("Holdings"), hereby certify, with reference to a certain Third Amended and Restated Credit Agreement dated as of June 23, 2004 (the "Credit Agreement"; capitalized terms used herein and not otherwise defined herein have the meanings provided therein) by and among the Borrower, Holdings, the lending institutions named therein as Lenders, National City Bank, as Administrative Agent, a Lender, a Joint Book Running Manager and Joint Lead Arranger, and other parties, as follows:

1. **Name.** The exact legal name of Holdings, the Borrower and the Subsidiaries of each as that name appears on its Certificate/Articles of Incorporation or equivalent organizational document is as follows:

AT Holdings Corporation
Argo-Tech Corporation
Argo-Tech Corporation (HBP)
Argo-Tech Corporation (OEM)
Argo-Tech Corporation (Aftermarket)
Argo-Tech Corporation Costa Mesa
Durodyne, Inc.
Carter Ground Fueling, Ltd.
J.C. Carter Japan K.K.

2. Other Identifying Factors .

(a) The following are the mailing addresses of Holdings, the Borrower and the Subsidiaries of each:

23555 Euclid Avenue
Cleveland, OH 44117

(b) Holdings', the Borrower's and such Subsidiaries' places of business or, if more than one, its chief executive offices are located at the following addresses:

AT Holdings Corporation
23555 Euclid Avenue
Cleveland, OH 44117

Argo-Tech Corporation
23555 Euclid Avenue
Cleveland, OH 44117

Argo-Tech Corporation (HBP)
23555 Euclid Avenue
Cleveland, OH 44117

Argo-Tech Corporation (OEM)
23555 Euclid Avenue
Cleveland, OH 44117

Argo-Tech Corporation (Aftermarket)
Customer Support Operations
204 Hindry Avenue
Inglewood, CA 90301

Argo-Tech Corporation Costa Mesa
671 W. Seventeenth Street
Costa Mesa, CA 92627

Durodyne, Inc.
850 East Teton Road
Tucson, AZ 85706

Carter Ground Fueling Ltd.
Chiltern House
45 Station Road
Henley-on-Thames
Oxfordshire RG9 1AT
United Kingdom

J.C. Carter Japan K.K.
1-1-20, Hyogo-cho, Hyogo-Ku,
Kobe 6520813
Japan

- (c) The following are the types of organization of Holdings, the Borrower and such Subsidiaries:

All are corporations or limited liability companies.

- (d) The following are the jurisdictions of organization for Holdings, the Borrower and such Subsidiaries:

All Delaware except: J.C. Carter Japan K.K. - Japan

- (e) The following are the state-issued organizational identification numbers for Holdings, the Borrower and such Subsidiaries:

See Schedule 2(e).

- (f) The following are the federal tax identification numbers for Holdings, the Borrower and such Subsidiaries:

See Schedule 2(f).

3. Other Names, Etc.

- (a) The following is a list of all other names (including trade names) used by Holdings, the Borrower and their Subsidiaries, or any other business or organization to which Holdings, the Borrower and their Subsidiaries became the successor by merger, consolidation, acquisition, change of form, nature or jurisdiction of organization or otherwise, now or at any time during the past five years:

<u>Holdings/Borrower/Subsidiary</u>	<u>Names</u>	<u>Relationship to Borrower</u>
Argo-Tech Corporation Costa Mesa formerly known as J.C. Carter Company, Inc.		Wholly owned subsidiary

- (b) Attached hereto as Schedule 3 is the information required in §2 hereof for any other business or organization to which Holdings, the Borrower and their Subsidiaries became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, now or at any time during the past five years.

Argo-Tech Corporation Costa Mesa (formerly known as J.C. Carter Company, Inc.) acquired all the common stock of Durodyne, Inc. on August 19, 1999.

4. Other Current Locations.

- (a) The following are all places of business of Holdings, the Borrower and their Subsidiaries where any of the Collateral consisting of inventory or equipment is located:

Name Address County City / State / Zip

See Schedule 4(a).

- (b) The following are the names and addresses of all persons or entities other than Holdings, the Borrower and their Subsidiaries, such as lessors, consignees, warehousemen or purchasers of chattel paper, which have possession or are intended to have possession of or on whose premises any of the Collateral consisting of instruments, chattel paper, inventory or equipment:

Name of Landlord,
Warehousemen, etc. Street Address City / State / Zip

See Schedule 4(b).

5. Prior Locations.

- (a) Set forth below is the information required by §4(a) or (b) with respect to each location or place of business in which Holdings, the Borrower and their Subsidiaries have previously maintained a location or place of business at any time during the past four months:

Name Address County City / State / Zip

See Schedule 5(a).

- (b) Set forth below is the information required by §4(a) or (b) with respect to each other location at which, or other person or entity with which, any of the Collateral consisting of inventory or equipment has been previously held at any time during the past four months:

Name Address County City / State / Zip

See Schedule 5(b).

6. Fixtures. Attached hereto as Schedule 6 is the street address and record owner in which any of the Collateral consisting of fixtures are or are to be located and the name of the county of the relevant real estate recording office where a mortgage on the real estate on which such fixtures are or are to be located would be recorded.

7. Intellectual Property. Attached hereto as Schedule 7 is a description of all copyrights, copyright applications, trademarks, trademark applications, patents, patent applications, and other intellectual property rights owned by Holdings, the Borrower and their Subsidiaries that are registered with any governmental authority on the date hereof.

8. Investment Property and Deposits. Attached hereto as Schedule 8 is a description of all investment property (including all securities, certificated or uncertificated securities accounts, and commodities accounts) and deposit accounts (including account number and depository institution) owned by Holdings, the Borrower and their Subsidiaries on the date hereof.

9. Liens and UCC Filings. Attached hereto as Schedule 9 is a description of all liens and UCC filings against Holdings, the Borrower and their Subsidiaries.

10. Indebtedness. Attached hereto as Schedule 10 is a description of all indebtedness of Holdings, the Borrower and their Subsidiaries identifying the relevant transaction documents by name and amounts outstanding thereunder.

IN WITNESS WHEREOF, the Holdings and Borrower have executed this Certificate on June 23, 2004.

ARGO-TECH CORPORATION

By :

Name: Frances S. St. Clair

Title: Executive Vice President and
Chief Financial Officer

AT HOLDINGS CORPORATION

By:

Name: Michael S. Lipscomb

Title: Chairman, President and
Chief Executive Officer

7. Intellectual Property. Attached hereto as Schedule 7 is a description of all copyrights, copyright applications, trademarks, trademark applications, patents, patent applications, and other intellectual property rights owned by Holdings, the Borrower and their Subsidiaries that are registered with any governmental authority on the date hereof.


8. Investment Property and Deposits. Attached hereto as Schedule 8 is a description of all investment property (including all securities, certificated or uncertificated securities accounts, and commodities accounts) and deposit accounts (including account number and depository institution) owned by Holdings, the Borrower and their Subsidiaries on the date hereof.

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IN WITNESS WHEREOF, the Holdings and Borrower have executed this Certificate on June 23, 2004.

ARGO-TECH CORPORATION

By: 
Name: Frances S. St. Clair
Title: Executive Vice President and
Chief Financial Officer

AT HOLDINGS CORPORATION

By: 
Name: Michael S. Lipscomb
Title: Chairman, President and
Chief Executive Officer

ARGO-TECH CORPORATION
2 - OTHER IDENTIFYING FACTORS

(e) - State issued identification numbers

	Ohio	Delaware	California	Florida	Kentucky	Utah	New York	Arizona	Pennsylvania	Texas	Kansas	Virginia
AT Holdings		2231508	9538022									
Argo-Tech Corporation	0142-7641	2732362	2058452									
Argo-Tech Corporation (OEM)	0142-7642	2732077		31-1521120	31-1521120	31-1521120						
Argo-Tech Corporation (HBP)	0083-7705	2014328										
Argo-Tech Corporation (Aftermarket)		2732073	1986189									
Argo-Tech Corporation Costa Mesa	9092-2002		1542236	33-0198905			33-0188905		33-0198905	33-0198905	3618873	F158556-1
Durodyne, Inc.								10-058986				

(f) - Federal identification numbers

AT Holdings	13-3603728
Argo-Tech Corporation	31-1521125
Argo-Tech Corporation (OEM)	31-1521120
Argo-Tech Corporation (HBP)	06-1100916
Argo-Tech Corporation (Aftermarket)	91-1797229
Argo-Tech Corporation Costa Mesa	33-0198905
Durodyne, Inc.	86-0301202

4 - OTHER CURRENT LOCATIONS

(B)

NAME

ADDRESS

ARGO-TECH CORPORATION
ARGO-TECH CORPORATION
ARGO-TECH COSTA MESA
DURODYNE

23555 EUCLID AVENUE
204 HINDRY AVENUE
671 WEST 17TH STREET
850 E. TETON ROAD

COUNTY

CLEVELAND OH	44117
INGLEWOOD CA	90301
COSTA MESA CA	92627
TUCSON AZ	85706

(9)

MAY 2004

NAME _____

ADDRESS

ABLE WIRE EDM, INC.
ACTION GEAR & BROACHING
AERO-MECHANICAL ENG., INC.
ANCO INTERNATIONAL, INC.
ARGO-TECH CORP.
BARBER WELDING & MANUFACTURING
COASTCRAFT RUBBER COMPANY, INC.
DATECH PRECISION PRODUCTS
EATON AEROSPACE LLC
ELECTRONIC DESIGN AND MFG.
EMBEE INC.
FOAM MOLDERS & SPECIALTIES
FRISBY AEROSPACE, INC.
GORKO INDUSTRIES, INC.
HI-PRECISION GRINDING
HIXSON METAL FINISHING
HY-SPEED MACHINING, INC.
JOHNSON PRECISION PROD. INC.
LITTLEJOHN-REULAND CORP.
MELKES MACHINE, INC.
MIKE'S MICRO PARTS, INC.
MILL-MIKE MACHINE COMPANY
MOSEY'S PROD. MACHINISTS, INC.
OHMEGA SOLENOID COMPANY
OMNI METAL FINISHING, INC.
POLYNETICS, INC.
PROTO SPACE ENGINEERING, INC.
SEAL SCIENCE, INC.
SKURKA ENGINEERING COMPANY
STORK MATERIALS
SURE SEAL COMPANY, INC.
THOMPSON GUNDRILLING, INC.
TRUE POSITION MACHINING, INC.
SHANGHAI SECCO PETROCHEMICAL
CHICAGO BRIDGE & IRON CO.

CITY

CITY	STATE	ZIP
BREA	CA	92821-3117
COSTA MESA	CA	92627
HUNTINGTON BEACH	CA	92649
SAN BERNARDINO	CA	92427-0128
CLEVELAND	OH	44117
BELL GARDENS	CA	90201
TORRANCE	CA	90502-2611
BUENA PARK	CA	90621
JACKSON	MS	39206-1177
YUCAIPA	CA	92399
SANTA ANA	CA	92735-0705
CERRITOS	CA	90701
CLEMMONS	NC	27012
NORTH HILLS	CA	91343
SANTA ANA	CA	92799
NEWPORT BEACH	CA	92663
GRANT'S PASS	OR	97526
SANTA ANA	CA	92705-5628
LOS ANGELES	CA	90058
SO. EL MONTE	CA	91733
SOUTH EL MONTE	CA	91733
SOUTH GATE	CA	90280-7402
ANAHEIM	CA	92807-1819
SANTA FE SPRINGS	CA	90670
FOUNTAIN VALLEY	CA	92708
CORONA	CA	92879
SO. EL MONTE	CA	91733
IRVINE	CA	92614
CAMARILLO	CA	93011-2869
RANCHO DOMINGUEZ	CA	90220
LOS ANGELES	CA	90061
VAN NUYS	CA	91402-6520
SANTA ANA	CA	92701-6323
SHANGHAI P.R.	CHINA	201507
THE WOODLANDS	TX	77380

PATENT

REEL: 016513 FRAME: 0837

QUEST AIRCRAFT	1200 TURBINE DR	SANDPOINT	ID	83864
SMART-HOSE, INC.	2536 S. 39TH ST	PHILADELPHIA	PA	19143
ACCURATE METAL SAWING SERVICE	8989 TYLER BOULEVARD	MENTOR	OH	44060
ACR INDUSTRIES, INC.	15375 TWENTY-THREE MILE ROAD	MACOMB	MI	48042-4000
CAMTECH CORPORATION	17192 GILLETTE AVENUE	IRVINE	CA	92614
DYNETIC SYSTEMS	19128 INDUSTRIAL BLVD.	ELK RIVER	MN	55330-2496
FLUID REGULATORS CO	313 GILLETT STREET	PAINESVILLE	OH	44077
GENERAL METAL HEAT TREATING	941 ADDISON ROAD	CLEVELAND	OH	44103
HABCO TOOL AND DEVELOPMENT CO	7725 METRIC DRIVE	MENTOR	OH	44060
K & G MANUFACTURING CO.	226 PARK AVENUE	FARIBAULT	MN	55021
KUYPERS MACHINE CO. INC.	22895-E SAVI RANCH PARKWAY	YORBA LINDA	CA	92867
MILAN TOOL CORPORATION	8989 BROOKPARK ROAD	CLEVELAND	OH	44129
MPC PRODUCTS CORP	7426 NORTH LINDER AVENUE	SKOKIE	IL	60077-3290
OMEGADYNE INC	149 STELZER COURT	SUNBURY	OH	43074
PARKER HANIFIN CORPORATION	16111 PARK ENTRY DR. #100	HOUSTON	TX	77020
REMMELE ENGINEERING INC.	17701 U.S. HIGHWAY 10	BIG LAKE	MN	55309-8430
SUNSET INDUSTRIES INC.	1272 EAST 286TH STREET	EUCLID	OH	44132
SUPERFINISHERS INC.	380 EAST HIGHLAND RD.	MACEDONIA	OH	44056
SUPREME GEAR COMPANY	19024 FLORIDA ST	ROSEVILLE	MI	48066
TRULINE INDUSTRIES, INC.	11685 CHILLICOTHE ROAD	CHESTERLAND	OH	44026-1929
WAYNE WIRE CLOTH PRODUCTS INC.	10 DRESDEN STREET	KALKASKA	MI	49846
WEBCO MACHINE PRODUCTS INC	7800 EXCHANGE STREET	VALLEY VIEW	OH	44125

6 - PRIOR LOCATIONS

(a)
NAME
NONE

ADDRESS
COUNTY
CITY
STATE
ZIP

(b)

FOUR MONTHS BEFORE MAY 2004

ELECTROMECH TECHNOLOGIES	2600 S. CUSTER	WICHITA	KS	67217
GENERAL GRINDING COMPANY	15100 VALLEY VIEW AVE.	LA MIRADA	CA	90638
KUYPERS MACHINE CO., INC.	22895 E SAVI RANCH PARKWAY	YORBA LINDA	CA	92867-4630
MALBERT & MITCHELL GRINDING CO	901 S. CYPRESS STREET	LA HABRA	CA	90631-6833
PREFERRED PRECISION MACHINING	3863 W. 139TH STREET	HAWTHORNE	CA	90250
THERMECH CORPORATION	1773 WEST LINCOLN AVE.	ANAHEIM	CA	92801
TRANSFAC FUNDING, PRIMECAST, INC.	1218 EAST AIRPORT DRIVE	ONTARIO	CA	91761
TREPPANNING SPECIALTIES, INC.	16201 ILLINOIS AVE.	PARAMOUNT	CA	90723
SILVERCRAFT INC	15770 DALE AVENUE	DETROIT	MI	48223-0000

NAME OF COMPANY IN POSESSION	ADDRESS		CITY/STATE/ZIP	COUNTY
	STREET			
ALUMINUM ALLOY	603 S HOPE AVE	ONTARIO	CA 91761	SAN BERNARDINO
CALIDAD	1730 BALBOA AVE	ONTARIO	CA 91761	SAN BERNARDINO
PERFORMANCE ALUMINUM	520 S PALMETTO AVE	ONTARIO	CA 91762	SAN BERNARDINO
PRECISION MICROCAST	2075 KNOLL DR	VENTURA	CA 93003	VENTURA COUNTY
PRIME ALLOY CASTING	705 INDUSTRIAL AV	PORT HUENEME	CA 90051	VENTURA COUNTY
CASTCO	887 WHITNEY ST	SAN LEANDRO	CA 94577	ALAMEDA COUNTY
PRECISE PLASTICS	224 GLIDER CIR	CORONA	CA 92880	RIVERSIDE COUNTY
LODI IRON WORKS	820 S SACRAMENTO	LODI	CA 95241	SAN JOAQUIN COUNTY
AERO ALLOY	18405 S SANTA FE AVE	COMPTON	CA	LA COUNTY
ALCAST FOUNDRY	2400 FISK LANE	REDONDO BEACH	CA 90278	LA COUNTY
AQ DIE CASTING	20840 NORDHOFF ST	LOS ANGELES	CA	LA COUNTY
AVON RUBBER	2001 BELGRAVE AVE	HUNTINGTON PARK	CA	LA COUNTY
BRIDGES PLASTICS	432 ROOSEVELT AVE	MONTEBELLO	CA	LA COUNTY
COAST CRAFT RUBBER	23310 MARIPOSA AVE	TORRANCE	CA 90502	LA COUNTY
CONSOLIDATED FOUNDRY	8333 WILCOX AVE	CUDAHY	CA	LA COUNTY
COX DIE CASTING	1528 W 178TH ST	GARDENA	CA	LA COUNTY
CROWN PATTERN	701 S DATE AVE	ALHAMBRA	CA 90051	LA COUNTY
3D-CAM	20301 NORDHOFF ST	CHATSWORTH	CA 91311	LA COUNTY
EXPANDED RUBBER	14000 WESTERN AVE	GARDENA	CA	LA COUNTY
FOAM MOLDER	20004 STATE ROAD	CERRITOS	CA 90703	LA COUNTY
HI STRESS CASTINGS	2524 CHICO AVE	SO. EL MONTE	CA	LA COUNTY
GREGG INDUSTRIAL	10480 HICKSONST	EL MONTE	CA 91734	LA COUNTY
JEREABAR	20304 ALAMEDA ST	DOMINGUEZ	CA 90220	LA COUNTY
KENWALT DIE CASTING	8719 BRADLEY AVE	LOS ANGELES	CA 91352	LA COUNTY
KTECH	9187 LA ROSA DR	TEMPLE CITY	CA 91780	LA COUNTY
LANCAST	1844 W 135 ST	GARDENA	CA 90249	LA COUNTY
MILLER CASTING	2503 PACIFIC PARK DR	WHITTIER	CA	LA COUNTY
MODERN PATTERN	5810 ALCOA AVE	VERNON	CA 90058	LA COUNTY
MOLDING TOOL OF AMERICA	2701 N. ONTARIO ST	BURBANK	CA 91504	LA COUNTY
OSO PATTERN	1583 FISHBURN AVE	LOS ANGELES	CA	LA COUNTY
PAC FOUNDRY	725 INDUSTRIAL AVE	PORT HUENEME	CA 93041	VENTURA COUNTY
PACIFIC CASTING	329 S RAYMOND AVE	ALHAMBRA	CA 91817	LA COUNTY
PEAT MFG	10700 FIRESTONE	NORWALK	CA	LA COUNTY
PRECISION POWERED	145 ATLANTIC ST	POMONA	CA	LA COUNTY
R & S PATTERN	3407 E SLAUSON AVE	MAYWOOD	CA	LA COUNTY
RAYSON CASTING	13501 S MAIN ST.	LOS ANGELES	CA	LA COUNTY
RICHCRFT	2817 EMPIRE AVE	BURBANK	CA	LA COUNTY
RP AMPRO	1355 COWLES ST	LONG BEACH	CA 90503	LA COUNTY
UVDI	28220 INDUSTRY DR	CASTAIC	CA	LA COUNTY
UNICEL	701 W BROADWAY	GLENDALE	CA	LA COUNTY
UNIVERSAL PLASTICS	13035 TELEGRAPH RD	SANTA FE	CA	LA COUNTY
BOOSE ALUMINUM	PO BOX 281	REAMSTOWN	PA 17587	LANCASTER COUNTY
SEAL SCIENCE	17131 DAIMER ST	IRVINE	CA 92765	ORANGE COUNTY
AURORA INDUSTRIES	PO BOX 1834	SOUTH BEND	IN 46834	
WOODLAND ALLOY CASTING	PO BOX 085888	RACINE	WI 53408	
BIMAC CORPORATION	PO BOX 82489	CLEVELAND	OH 44183	
PENNINSULA LIGHT METALS	4880 W. ROSECRANS AVE	HAWTHORNE	CA 90250	
	ASSET LOCATED IN		MEXICO	
VARICAST, INC.	886 N. COLUMBIA BLVD	PORTLAND	OR 97217	
LEE PLASTICS	102 PRATTS JUNCTION RD	STERLING	MA 01584	
TAPSA	ALREDO DEL MAZO N016			
	CD.LOPEZ MATEOS APDO. POSTAL119			
	ATIZAPAN DE ZARZGOZA C.P.			
	ASSET LOCATION		MEXICO C.P.62900	
GUS STAVRON & ASSOC	70 CLAREMONT AVE	LONG BEACH	CA 90803	
	ASSET LOCATION		INDIA	
Atlantic C & E Corporation	810 Bloomfield Avenue	Clifton	NJ 07012	
Banco Industries Inc	11542 N. State Rd 3	Kendallville	IN 46755	
Beacast	4600 East 355th St	Willoughby	Oh 44094	LAKE
Chem-Graphics Inc.	340 State St	Ludlow	MA 01058	
Crane Lear Romec	241 S Abbe Rd	Elyria	OH 44035	
First Machine & Tool Inc	38181 Airport Pkwy	Willoughby	OH 44094	LAKE
Gleason-Plauter-Hurth Cl Corp	1351 Windsor Rd	Loves Park	IL 61132	
Greg Allen Co	21135 Lorain Rd	Fairview Park	OH 44128	CUYAHOGA
HTCI Co	12170 Milton Carlisle	New Carlisle	OH 45344	
ID Tool Company	7722 Metric Drive	Mentor	OH 44060	LAKE
Impco	3417 W St Joseph St	Lansing	MI 48901	
Mapal Inc	81 Sutton Lane	Piscataway	NJ 08854	
Mau-Shenwood Supply Co.	33220 Lakeland Boulevard	Eastlake	OH 44095	LAKE

Ohio Aluminum Industries Inc	4840 Warner Road	Cleveland	OH	44125	CUYAHOGA
Parker Industries	1650 Sycamore Avenue	Bohemia	NY	11716	
Philpott Rubber Co	1010 Industrial Parkway	Brunswick	OH	44212	
Precision Supply Co Inc	2845 Interstate Pkwy	Brunswick	OH	44212	
Rammale Engineering Inc	17701 US Highway 10	Big Lake	MN	55309	
Ross Aluminum Foundries	PO Box 609	Sidney	OH	45385	
Simon Ellis Superabrasives	903 N. Keowee St	Dayton	OH	45404	
SMW Systems Inc	9828 S Arlee Avenue	Santa Fe Springs	CA	90670	
Tool Salvage Manufacturing Co	15709 Euclid Ave	Cleveland	OH	44112	CUYAHOGA
Wade Dynamics Inc	1411 East 39th St	Cleveland	OH	44114	CUYAHOGA
Wayne Wire Cloth Products Inc	10 Dresden St	Kalamazoo	MI	49046	
Webco Machine Products Inc	7800 Exchange St	Valleyview	OH	44125	CUYAHOGA
ACR Industries Inc	15375 Twenty-three Mile Rd	Macomb	MI	48042	
Apia Inc	6751 Engle Rd Unit J	Cleveland	OH	44130	CUYAHOGA
Eagle Spine Gage Inc	23812 Harper Ave	St Clair Shores	MI	48080	
First Machine & Tool Inc	38181 Airport Pkwy	Willoughby	OH	44094	LAKE
Habco Tool and Development Co	7725 Metric Drive	Mentor	OH	44060	LAKE
Micro Laboratories Inc	7158 Ind. Pk. Blvd	Mentor	OH	44060	LAKE
Solid Manufacturing Inc	160 Bond St	Elk Grove Village	IL	60007	
Supreme Gear Company	19024 Florida St	Roseville	MI	48066	
Webco Machine Products Inc	7800 Exchange St	Valleyview	OH	44125	CUYAHOGA

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INTELLECTUAL PROPERTY REGISTERED WITH ANY GOVERNMENTAL AUTHORITY ARGO-TECH CORPORATION COSTA MESA/J.C. CARTER COMPANY, INC.

Docket Country	Title	Patent No. Patent Date	Expiration Date	Serial No. Filing Date	Priority Date	Reel/Frame No.	Assignment/Owner Recordation Date	Current Status 1st MF Due 2nd MF Due 3rd MF Due Annually Due Issued
36457 Australia	FLOW COMPENSATED PRESSURE CONTROL SYSTEM	715786 5/25/2000	12/13/2016	1565597 12/13/1996	12/21/1995		J.C. Carter Company, Inc.	12/13/2004
37628 Canada	FUEL TRANSFER PUMP WITH AUXILIARY FUEL LINE SCAVENGE PUMP	2,269,590 5/27/2003	9/23/2017	2,269,590 9/23/1997	10/22/1996		J.C. Carter Company, Inc.	Issued 9/23/2004
34570 EPO	COUPLING WITH IDENTICAL PAIR OF BALL VALVES	638753 11/05/1997		94110841.7 7/12/1994	8/02/1993		J.C. Carter Company, Inc.	National Stage in France, Germany, Sweden, UK
36456 EPO	FLOW COMPENSATED PRESSURE CONTROL	0185374 9/19/2001		96 945 388.5 12/13/1996	12/21/1995		J.C. Carter Company, Inc.	Issued
37630 EPO	AIRCRAFT FUEL TRANSFER PUMP WITH AUXILIARY FUEL LINE SCAVENGE PUMP	0934449 4/28/2004		97 947 827.8 9/23/1997	10/22/1996		J.C. Carter Company, Inc.	National Stage in France, UK, Spain, Germany, Italy

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Docket Country	Title	Patent No. Patent Date	Serial No. Filing Date	Assignee/Owner Recordation Date	Current Status 1st MF Due 2nd MF Due 3rd MF Due Annuity Due
39901 France	FLOW COMPENSATED PRESSURE CONTROL	815374 9/19/2001	96945388.5 12/13/1996	J.C. Carter Company, Inc.	Issued
44133 France	COUPLING WITH IDENTICAL PAIR OF BALL VALVES	638753 5/11/1997	EP941110841.7 7/12/1994	J.C. Carter Company, Inc.	12/13/2004 Issued
46384 France	AIRCRAFT FUEL TRANSFER PUMP WITH AUXILIARY FUEL LINE SCAVENGE PUMP		9/23/1997 10/22/1996	J.C. Carter Company, Inc.	7/12/2005 FA instructed to validate in France 5/18/2004
39900 Germany	FLOW COMPENSATED PRESSURE CONTROL SYSTEM	DE 696 15 350 T2 4/18/2002	96945388.5 12/13/1996	J.C. Carter Co., Inc.	Issued
44131 Germany	COUPLING WITH IDENTICAL PAIR OF BALL VALVES	DE 694 06 610 T2 3/05/1998	94 110 941.7 7/12/1994	J.C. Carter Company, Inc.	12/13/2004 Issued
			8/02/1993		7/12/2005

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Docket Country	Title	Patent No. Patent Date	Expiration Date	Serial No. Filing Date	Assessee/Owner Recordation Date	Reel/Frame No.	Priority Date	Current Status 1st MF Due 2nd MF Due 3rd MF Due Annulity Due
46387 Germany	AIRCRAFT FUEL TRANSFER PUMP WITH AUXILIARY FUEL LINE SCAVENGE PUMP			9/23/1997	J.C. Carter Company, Inc.			FA instructed to validate in Germany 5/18/2004
				10/22/1996				9/23/2004
37629 Israel	AIRCRAFT FUEL TRANSFER PUMP WITH AUXILIARY FUEL LINE SCAVENGE PUMP	129,099		129,099 3/22/1999	J.C. Carter Company, Inc.			Issued
		3/22/2019		10/22/1996				
40269 Israel	AIRCRAFT FUEL TRANSFER PUMP WITH AUXILIARY FUEL LINE SCAVENGE PUMP	129,099		129,099 9/23/1997	J.C. Carter Company, Inc.			Issued
		10/27/2002		10/22/1996				
		9/23/2017						
39903 Italy	FLOW COMPENSATED PRESSURE CONTROL SYSTEM	815374		22854/BE/2001 7/30/2001	J.C. Carter Company, Inc.			Issued
		9/19/2001		12/21/1995				12/13/2004
46388 Italy	AIRCRAFT FUEL TRANSFER PUMP WITH AUXILIARY FUEL LINE SCAVENGE PUMP			9/23/1997	J.C. Carter Company, Inc.			FA instructed to validate in Italy 5/18/2004
				10/22/1996				9/23/2004

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Docket Country	Title	Patent No. Patent Date Expiration Date	Serial No. Filing Date Priority Date	Assignee/Owner Recordation Date Reel/Frame No.	Current Status 1st MF Due 2nd MF Due 3rd MF Due Annulity Due
34571 Japan	SEXLESS BALL VALVE COUPLING	304066 3/03/2000	06/181,559 8/02/1994 8/02/1993	J.C. Carter Company, Inc.	Issued 3/03/2005
36458 Japan	FLOW COMPENSATED PRESSURE CONTROL SYSTEM		09-523725 8/21/1997	J.C. Carter Company, Inc.	Exam requested 7/22/03
46386 Spain	AIRCRAFT FUEL TRANSFER PUMP WITH AUXILIARY FUEL LINE SCAVENGE PUMP		9/23/1997 10/22/1996	J.C. Carter Company, Inc.	FA instructed to validate in Spain 5/18/2004 9/23/2004
39904 Sweden	FLOW COMPENSATED PRESSURE CONTROL SYSTEM	815374 9/19/2001	96945388.5 12/13/1996 12/21/1985	J.C. Carter Company, Inc.	Issued 12/13/2004
44130 Sweden	COUPLING WITH IDENTICAL PAIR OF BALL VALVES	0638753 11/05/1997	94110841.7 7/12/1994 8/02/1993	J.C. Carter Company, Inc.	Issued 7/12/2004

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Docket Country	Title	Patent No. Patent Date	Serial No. Filing Date	Assignee/Owner Recordation Date	Current Status 1st MF Due 2nd MF Due 3rd MF Due Annulity Due
39902 UK	FLOW COMPENSATED PRESSURE CONTROL SYSTEM	815374 9/19/2001	96945388.5 12/13/1996	J.C. Carter Company, Inc.	Issued
			12/21/1995		12/13/2004
44132 UK	COUPLING WITH IDENTICAL PAIR OF BALL VALVES	638753 5/11/1997	EP941110841.7 7/12/1994	J.C. Carter Company, Inc.	Issued
			8/02/1993		7/12/2005
46385 UK	AIRCRAFT FUEL TRANSFER PUMP WITH AUXILIARY FUEL LINE SCAVENGE PUMP		9/23/1997	J.C. Carter Company, Inc.	FA instructed to validate in the UK 5/18/2004
			10/22/1996		
36514 PCT	AIRCRAFT FUEL TRANSFER PUMP WITH AUXILIARY FUEL LINE SCAVENGE PUMP		PCT/IB97/01613 9/23/1997	J.C. Carter Company, Inc.	National Stage
			10/22/1996		
33619 USA	SEXLESS BALL VALVE COUPLING	5,332,001 7/26/1994	08/100,374 8/02/1993	J.C. Carter Company, Inc. 8/02/1993 6659/0143	Issued 1/26/2006

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Docket Country	Title	Patent No. Patent Date	Serial No. Filing Date	Expiration Date	Priority Date	Assignee/Owner Recordation Date	Reel/Frame No.	Current Status 1st MF Due 2nd MF Due 3rd MF Due Annuit. Due Issued
34913 USA	REFUELING SYSTEM FOR RACE CARS	5,634,505 8/03/1997	08/428,919 4/25/1995			J.C. Carter Company, Inc. 4/25/1995 7463/0364		Issued 12/03/2004 12/03/2008
34915 USA	FLOW COMPENSATED PRESSURE CONTROL SYSTEM	5,660,198 8/26/1997	08/576,151 12/21/1995			J.C. Carter Company, Inc. 12/11/1995 7832/0705		Issued 2/26/2005 2/26/2009
35122 USA	IGNITION-SOURCE FREE FEUL PUMP	RE 35,404 12/17/1996	08/452,117 5/26/1995			J.C. Carter Company, Inc. 5/26/1995 7520/0954		Issued 12/01/2004
35226 USA	AIRCRAFT FUEL TRANSFER PUMP WITH AUXILIARY FUEL LINE SCAVENGE PUMP	5,806,560 9/15/1998	08/734,816 10/22/1996			J.C. Carter Company, Inc. 10/22/1996 8260/0176		Issued 3/15/2006 3/15/2010
35992 USA	FUEL TRANSFER PUMP	6,095,766 8/01/2000	09/124,315 7/29/1998			7/29/1998 9365/0681		Issued 2/01/2008 2/01/2012

PATENT

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Country Docket Country	Docket Number Title	Case Relation Type Type	Filing Type	Status	Application Number Application Date	Patent Number Grant Date	Next Tax Date Expiration	Current Owner
		Patent No. Patent Date	Serial No. Filing Date	Priority Date	Reel/Frame No.	Assignee/Owner Recordation Date		Current Status 1st MF Due 2nd MF Due 3rd MF Due Annuity Due
39693 USA	INWARDLY OPENING MECHANICAL VENT SYSTEM	6,708,723 4/30/2001	09/845,536 4/30/2001		J.C. Carter Company, Inc. 8/22/2001 012100/0711			Issued 9/25/2007 9/25/2011 9/25/2015

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INTELLECTUAL PROPERTY REGISTERED WITH ANY GOVERNMENTAL AUTHORITY ARGO-TECH CORPORATION

Country	Docket Number	Case Relation Type	Filing Type	Status	Application Number	Application Date	Patent Number	Grant Date	Next Tax Date	Expiration	Current Owner
United States	AGTZ 2 00010 Attorney: NAUMAN, TIMOTHY E. Title: BEARING WITH PULSED BLEED CONFIGURATION			Granted	09/132,924 8/12/1998		6,042,352 3/28/2000		9/28/2007 8/12/2018		ARGO-TECH CORPORATION
United States	AGTZ 2 00015 Attorney: NAUMAN, TIMOTHY E. Title: CENTRIFUGAL PUMP IMPELLER			Granted	09/567,884 5/10/2000		6,398,494 6/4/2002		12/4/2005 5/10/2020		ARGO-TECH CORPORATION
United States	AGTZ 2 00018 Attorney: NAUMAN, TIMOTHY E. Title: REFUELING NOZZLE			Granted	09/493,711 1/28/2000		6,250,348 6/26/2001		12/26/2004 1/28/2020		ARGO-TECH CORPORATION
United States	AGTZ 2 00021 Attorney: NAUMAN, TIMOTHY E. Title: CENTRIFUGAL PUMP APPARATUS AND METHOD FOR USING A SINGLE IMP			Granted	09/567,883 5/10/2000		6,447,244 9/10/2002		3/10/2006 5/10/2020		ARGO-TECH CORPORATION
United States	AGTZ 2 00022 Attorney: NAUMAN, TIMOTHY E. Title: PUMPING SYSTEM FOR A MULTI-STAGE PUMP			Granted	09/567,885 5/10/2000		6,447,262 9/10/2002		3/10/2006 5/10/2020		ARGO-TECH CORPORATION
United States	AGTZ 2 00023 Attorney: NAUMAN, TIMOTHY E. Title: DUAL LOBE, SPLIT RING, VARIABLE ROLLER VANE PUMP			Granted	09/638,684 8/14/2000		6,398,528 6/4/2002		12/4/2005 8/14/2020		ARGO-TECH CORPORATION

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Country	Docket Number	Case Relation Type	Filing Type	Status	Application Number	Application Date	Patent Number	Grant Date	Next Tax Date	Expiration	Current Owner
European Patent Convention	AGTZ 2 00023 EP Attorney: NAUMAN, TIMOTHY E.	E		Filed	00955494.0 8/14/2000				8/31/2004		ARGO-TECH CORPORATION
	Title: DUAL LOBE, SPLIT RING, VARIABLE DISPLACEMENT ROLLER VANE PUMP										
United States	AGTZ 2 00024 Attorney: NAUMAN, TIMOTHY E.			Granted	09/638,685 8/14/2000		6,402,487 6/1/2002		12/11/2005 8/14/2020		ARGO-TECH CORPORATION
	Title: CONTROL SYSTEM FOR VARIABLE EXHAUST NOZZLE ON GAS TURBINE ENGINE										
European Patent Convention	AGTZ 2 00024 EP Attorney: NAUMAN, TIMOTHY E.	E		Filed	00987954.5 8/14/2000			8/31/2004			ARGO-TECH CORPORATION
	Title: CONTROL SYSTEM FOR VARIABLE EXHAUST NOZZLE ON GAS TURBINE EN										
United States	AGTZ 2 00030 Attorney: NAUMAN, TIMOTHY E.			Granted	09/882,858 6/15/2001		6,675,570 1/13/2004		7/13/2007 7/21/2021		ARGO-TECH CORPORATION
	Title: LOW-COST GENERAL AVIATION FUEL CONTROL SYSTEM										
United States	AGTZ 2 00037 Attorney: NAUMAN, TIMOTHY E.			Filed	10/474,225 10/3/2003						ARGO-TECH CORPORATION
	Title: VARIABLE DISPLACEMENT PUMP HAVING ROTATING CAM RING										
Brazil	AGTZ 2 00037 BR Attorney: NAUMAN, TIMOTHY E.			Filed	PI0304610-9 10/16/2003				10/16/2005		ARGO-TECH CORPORATION
	Title: VARIABLE DISPLACEMENT PUMP										

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Country	Docket Number	Case Relation Filing Type Type	Status	Application Number	Patent Number	Next Tax Date	Current Owner
Canada	AGTZ 2 00037 CA Attorney: NAUMAN, TIMOTHY E. Title: VARIABLE DISPLACEMENT PUMP	Filed	3/27/2002	2443367	Grant Date	3/27/2005	ARGO-TECH CORPORATION
China P.R.	AGTZ 2 00037 CN Attorney: NAUMAN, TIMOTHY E. Title: VARIABLE DISPLACEMENT PUMP	Filed		02809627.4 3/27/2002		3/27/2005	ARGO-TECH CORPORATION
European Patent Convention	AGTZ 2 00037 EP Attorney: NAUMAN, TIMOTHY E. Title: VARIABLE DISPLACEMENT PUMP	Filed		02728572.5 3/27/2002		3/31/2005	ARGO-TECH CORPORATION
India	AGTZ 2 00037 IN Attorney: NAUMAN, TIMOTHY E. Title: VARIABLE DISPLACEMENT PUMP	Filed		1570/CHENP/2003 3/27/2002			ARGO-TECH CORPORATION
Japan	AGTZ 2 00037 JP Attorney: NAUMAN, TIMOTHY E. Title: VARIABLE DISPLACEMENT PUMP	Filed		2002-579661 3/27/2002			ARGO-TECH CORPORATION
Korea South	AGTZ 2 00037 KR Attorney: NAUMAN, TIMOTHY E. Title: VARIABLE DISPLACEMENT PUMP	Filed		10-2003-7013087 3/27/2002			ARGO-TECH CORPORATION
Brazil	AGTZ 2 00039 BR Attorney: NAUMAN, TIMOTHY E. Title: SMART TRACKING SYSTEM (THE TRACKER)	Filed		P0304562-3 5/6/2003		5/6/2005	ARGO-TECH CORPORATION
Norway	AGTZ 2 00039 NO Attorney: NAUMAN, TIMOTHY E. Title: SMART TRACKING SYSTEM (THE TRACKER)	Filed		20040041 5/6/2003		5/31/2005	ARGO-TECH CORPORATION

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Country	Docket Number	Case Relation Type	Filing Type	Status	Application Number	Patent Number	Next Tax Date	Current Owner
Patent Cooperation Treaty	AGTZ 2 00039 PC Attorney: NAUMAN, TIMOTHY E.	P	Filed		PCT/US03/14483 5/6/2003			ARGO-TECH CORPORATION
	Title: SMART TRACKING SYSTEM (THE TRACKER)							
Patent Cooperation Treaty	AGTZ 2 00039 PC Attorney: NAUMAN, TIMOTHY E.	P	Filed		PCT/US2004/014025 5/6/2004			ARGO-TECH CORPORATION
	Title: TRACKING SYSTEM AND ASSOCIATED METHOD							
Singapore	AGTZ 2 00039 SG Attorney: NAUMAN, TIMOTHY E.		Filed		200307370-7 5/6/2003			ARGO-TECH CORPORATION
	Title: SMART TRACKING SYSTEM (THE TRACKER)							
United States	AGTZ 2 00044 Attorney: NAUMAN, TIMOTHY E.		Filed		10/198,488 7/18/2002			ARGO-TECH CORPORATION
	Title: FUEL DELIVERY SYSTEM							
Patent Cooperation Treaty	AGTZ 2 00044 PC Attorney: NAUMAN, TIMOTHY E.	P	Filed		PCT/US03/22087 7/14/2003			ARGO-TECH CORPORATION
	Title: FUEL DELIVERY SYSTEM							
United States	AGTZ 2 00045 Attorney: NAUMAN, TIMOTHY E.		Granted		64,823 5/19/1993	5,429,155 7/4/1995	1/4/2007 5/19/2013	ARGO-TECH CORPORATION
	Title: CRYOGENIC FLUID COUPLING							
United States	AGTZ 2 00047 Attorney: NAUMAN, TIMOTHY E.		Filed		10/676,607 10/1/2003			ARGO-TECH CORPORATION
	Title: FUEL PUMP MONITORING SYSTEM AND ASSOCIATED METHOD							

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Country	Docket Number	Case Relation Type	Filing Type	Status	Application Number	Application Date	Patent Number	Grant Date	Next Tax Date	Expiration	Current Owner
Patent Cooperation Treaty	AGTZ 2 00047 PC Attorney: NAUMAN, TIMOTHY E.	P	P	Filed	PCT/US03/30980	10/1/2003					ARGO-TECH CORPORATION
	Title: FUEL PUMP HEALTH MONITORING SYSTEM (A SMART BOLT)										
China P.R.	AGTZ 2 00050 CN Attorney: NAUMAN, TIMOTHY E.	P	P	Filed	03800631.5	5/7/2003			5/7/2005		ARGO-TECH CORPORATION
	Title: CRYOGENIC FLUID COUPLING										
Korea South	AGTZ 2 00050 KR Attorney: NAUMAN, TIMOTHY E.	P	P	Filed	10-2003-7015676	5/7/2003					ARGO-TECH CORPORATION
	Title: CRYOGENIC FLUID COUPLING										
Patent Cooperation Treaty	AGTZ 2 00050 PC Attorney: NAUMAN, TIMOTHY E.	P	P	Filed	PCT/US03/14342	5/7/2003					ARGO-TECH CORPORATION
	Title: CRYOGENIC FLUID COUPLING										
Taiwan	AGTZ 2 00050 TW Attorney: NAUMAN, TIMOTHY E.			Filed	092208348	5/7/2003					ARGO-TECH CORPORATION
	Title: CRYOGENIC FLUID COUPLING										
Patent Cooperation Treaty	AGTZ 2 00051 PC Attorney: NAUMAN, TIMOTHY E.	P	P	Filed	PCT/US03/22680	7/21/2003					ARGO-TECH CORPORATION
	Title: CAM RING BEARING FOR ULTRA EFFICIENT FUEL DELIVERY SYSTEM										

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INTELLECTUAL PROPERTY REGISTERED WITH ANY GOVERNMENTAL AUTHORITY ARGO-TECH CORPORATION

Country	Docket Number	Case Relation Type	Filing Type	Status	Application Number	Patent Number	Grant Date	Next Tax Date	Current Owner
United States	AGTZ 2 00052 Attorney: NAUMAN, TIMOTHY E. Title: DUAL LOBE, SPLIT RING, VARIABLE ROLLER VANE PUMP			Filed	10/669,814 9/23/2003			Expiration	ARGO-TECH CORPORATION
United States	AGTZ 2 00056 Attorney: NAUMAN, TIMOTHY E. Title: DRY BREAK DISCONNECT			Filed	10/668,040 9/22/2003				ARGO-TECH CORPORATION
United States	AGTZ 2 00058 Attorney: NAUMAN, TIMOTHY E. Title: METHOD AND ASSEMBLY OF REPLACING RECEPTACLE SEAL			Filed	10/349,553 1/23/2003				ARGO-TECH CORPORATION
Patent Cooperation Treaty	AGTZ 2 00058 PC Attorney: NAUMAN, TIMOTHY E. Title: METHOD AND ASSEMBLY OF REPLACING RECEPTACLE SEAL	P		Filed	PCT/US04/01926 1/23/2004				ARGO-TECH CORPORATION
United States	AGTZ 2 00068 P Attorney: NAUMAN, TIMOTHY E. Title: INDUCTOR FOR PUMP	L		Filed	60/527,334 12/5/2003			12/5/2004	ARGO-TECH CORPORATION
United States	AGTZ 2 00072 P Attorney: NAUMAN, TIMOTHY E. Title: LOW COST GEAR FUEL PUMP FOR AIRCRAFT APPLICATIONS	L		Filed	60/544,562 2/13/2004			2/13/2005	ARGO-TECH CORPORATION
United States	AGTZ 2 00073 P Attorney: NAUMAN, TIMOTHY E. Title: TWO-DISPLACEMENT SETTING VARIABLE DISPLACEMENT PUMP USED AS	L		Filed	60/557,429 3/29/2004			3/29/2005	ARGO-TECH CORPORATION

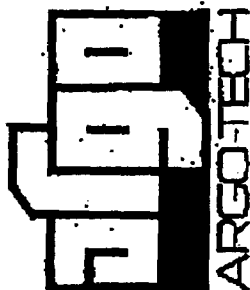
INFORMATION AND PERFECTION CERTIFICATE

SCHEDULE 7

INTELLECTUAL PROPERTY REGISTERED WITH ANY GOVERNMENTAL AUTHORITY
ARGO-TECH CORPORATION

TRADEMARKS

Docket Number	Status	Current Appl No	Current Reg No	Renewal Date	Expiration Date
AGTZ 5 00003	REGISTERED	74/202,368 9/11/1991	1,725,044 10/20/1992	10/20/2012	10/20/2012
Country:	United States	Mark:			



Class Number / Type
7 IN

AGTZ 5 00019
Country: United States
Mark: AVR2000 & DESIGN
Class Number / Type
78/300,286
9/15/2003

FILED

AGTZ 5 00033
Country: United States
Mark: OPTIFILL
Class Number / Type
76/273,044
6/18/2001
2,823,768
3/16/2004
3/16/2014
3/16/2014

REGISTERED

AGTZ 5 00035
Country: United States
Mark: CENTRALFILL
Class Number / Type
76/272,554
6/18/2001
008 IN

FILED

INFORMATION AND PERFECTION CERTIFICATE
 SCHEDULE 7
 INTELLECTUAL PROPERTY REGISTERED WITH ANY GOVERNMENTAL AUTHORITY
 ARGO-TECH CORPORATION

TRADEMARKS

Docket Number	Status	Current Appl No	Current Reg No	Renewal Date	Expiration Date
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AGTZ 5 00038	FILED	76/478,258			
		12/23/2002			



Country:	United States	Mark:	
		Class Number / Type	
		07 IN	

AGTZ 5 00048	INACTIVE	74/627,699	1,942,855	12/19/2005	12/19/2005
		1/11/1995	12/19/1995		
Country:	United States	Mark: THE ICE BREAKERS			
		Class Number / Type			
		006 IN			

AGTZ 5 00070	FILED	78/369,058			
		2/17/2004			
Country:	United States	Mark: CARTER			
		Class Number / Type			
		012 IN			

Argo-Tech Corporation
Investment Property and Deposit Accounts

Schedule 8

A. Deposit Accounts

Name & Branch Address	Bank Account #	Account Type
National City Bank 1900 East 9th Street Cleveland, OH 44114	2158338	Commercial Checking
National City Bank (same as above)	4884704	Commercial Checking
JPMorgan Chase Bank 270 Park Avenue New York, NY 10017	323074650	Commercial Checking
Comerica Bank California 611 Anton Blvd, Second Flr Costa Mesa, CA 92626	1890-711672	Deposit
Comerica Bank California 611 Anton Blvd, Second Flr Costa Mesa, CA 92626	900000257-00	Money Market - Sweep Account
Wells Fargo Bank 1755 W. Valencia Road Tucson, AZ 85746	072-8580036	Business Dividend Checking
Charles Schwab Phoenix Operations Center PO Box 52114 Phoenix, AZ 85072	3009-6450	Schwab One Account (Value Advantage)

Payroll and Disbursement Accounts are ZBA's and not listed

B. Investment Property

Name of Issuer	Jurisdiction of Incorporation	No. of Shares	Cert #	% Ownership
Continental Airlines	Delaware	298	TCB0177	100%
		13	CB19145	100%
		298	CB29559	100%
		13	CB29560	100%
		10	CB70398	100%
		282	CB70399	100%
America West	Delaware	202	H3621	100%
US Airways	Delaware	45	CA0317	100%
		27	PA0310	100%

Pledgor	Name of Issuer	Jurisdiction of Incorporation	No. of Shares	Cert #	% Ownership
Rod Keen	AT Holdings	Delaware	12,027.00		100%
Michael Lipscomb	AT Holdings	Delaware	5,446.47		100%
Frank Robel	AT Holdings	Delaware	1,378.00		100%
Paul Sklad	AT Holdings	Delaware	689.00		100%
Lee Rowe	AT Holdings	Delaware	2,000.00		100%
Karl Storrie	AT Holdings	Delaware	1,204.00		100%

SCHEDULE 10

Argo-Tech Corporation
C. Management Notes

<u>Issuer</u>	<u>Principal Amount</u>	<u>Date of Note</u>
Paul R. Keen	\$110,270.00 58,630.00	December 24, 1990 July 25, 1997
Michael S. Lipscomb	\$240,000.00 158,899.20 6,043.00	June 3, 1997 May 4, 2000 October 17, 2000
Frank Robel	\$13,780.00	December 24, 1990
Lee Rowe	\$143,560.000	September 1, 1998
Paul Sklad	\$6,890.00	December 24, 1990
Karl Storrie	\$47,582.00	May 30, 1995